KADUR FOREST DIVISION.

SALE OF FUEL TIMBER.

Notification dated 2nd—5th January 1931.

It is hereby notified for general information that the right to cut and remove the fuel trees in the undermentioned coupes of the Forests in the Kadur Division for the period from 1st July 1930, to the 15th June 1931 will be sold by public auction by the District Forest Officer, or any other officer deputed by him on the date and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M. precisely on each day and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and the Conservator of Forests, in other cases :—

Name of Range	Name of forest and working circle	Coupes number and year	Area in acres	Approximate quantity in tons	Place and date of sale	Remarks
Kadur ...	Lingenahalli District jungle	1—29-30	100	150 tons	Sandal Koti, Chikmagalur, 9th February 1931	More or less
	Churchegudda...	1—29-30	100	250 tons		

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold per ton stack (68 c.ft. collected in lots. The bidder should offer the rate per ton.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(a) That he shall fell and remove the fuel trees purchased by him before the 15th June 1931.

(b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(c) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(d) That if any tree, shrub, or growth reserved by the department as noted in clause (b) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(e) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offence committed by his agents, employees or workmen.

(f) That no operation shall take place in the forest after sunset and before sunrise.

(g) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(h) That he shall have no right whatsoever over the coupes and over the wood paid for but left unremoved in any of the coupes after 30th June 1931.

(i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF TIMBER TREES IN POLE FORESTS.

Notification dated 2nd—4th January 1931.

It is hereby notified for general information that the right to cut and remove the number trees in the undermentioned coupes of the State Forests in the Kadur Division for the period from 1st July 1930 to the 15th June 1931 will be sold by auction by the District Forest Officer, or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely on each day and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests, Shimoga, in other cases.

Place of sale—Sandal Kobi, Chikmagalur. Date of sale—9th February 1931.

Locality	Teak		Matti		Honne		Bete		Other kinds	
	No. of trees	C.ft.	No. of trees	C.ft.	No. of trees	C.ft.	No. of trees	C.ft.	No. of trees	C.ft.
Nasasngutti C. I	160	250	9	15	4	10	7	30	2	6
Do II	130	250	2	20	13	25	3	10	3	10
Do III	125	200	5	15	6	15	1	5	2	10
Gonakal Coupe I	...	...	4	25	10	150	3	20	4	30

N B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (rupees one hundred) only as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber except those reserved by the department will be sold either by cubic feet, (i.e., the bidders will have to bid at so much per cubic feet of timber) or for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within the period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall fell and remove the timber trees purchased by him before the 15th June 1931.

(*b*) That he shall make the fellings of the trees in consecutive order from one side coppicing the stumps at not more than 6" from the ground leaving the standards unmarked on the area intact along with all the trees less than one foot in girth, trees yielding minor forest produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(*c*) That if any standard trees or other trees and saplings to be preserved on the area are cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*d*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*e*) That each consignment of timber shall be covered by passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*f*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*g*) That he shall not effect any forest operation in the Forest after sunset and before sunrise.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That he shall have no rights whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1931.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

SALE OF TIMBER TREES IN HIGH FORESTS.

Notification dated Chikmagalur, 2nd—4th January 1931.

It is hereby notified for general information that the right to cut and remove the following timber trees enumerated, numbered and marked for felling in the undermentioned coupes in the State Forests in the Kadur Division for the year 1930-31, will be sold by public auction by the District Forest Officer, subject to the conditions mentioned below :—

Place of sale—Chikmagalur Sandal Kothi. Date of sale—9th February 1931.

Coupe	Teak		Honne		Dale		Matti		Wandering jatasi and silver-babbalu		Other kinds		Total	
	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.
Basavenkote, Devadan and Basti State Forests, basavenkote IV C compartment II coupe of 1930-31	..	..	52	750	68	650	182	1,000	861	6,190	848	6,430	1951	14,020

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available, for dragging timber, on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day, rations to the elephant being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and sending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1931.

(*b*) That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June, 1931.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

S. VENKATAVARADIENGAR,
District Forest Officer.

CHITALDRUG DISTRICT.

SALE OF SAWN TIMBER AT HARIHAR DEPOT.

Notification dated 9th January 1931.

It is hereby notified for general information that the following quantities of sawn materials, will be sold by public auction at Hariher Timber Depot by the District Forest Officer, Chitaldrug District, at 2 P.M. on the 24th January 1931, under the following conditions :—

Name of Depot	Name of timber	Approximate Quantity	Remarks
		No. C.ft.	
Haribar Depot ...	Yettaga Rafters	235 175—11	More or less
	Do Planks	195 107—7	
	Honne Beems	107 200—7	
	Matti do	205 385—5	
	Hanal reepers	3,035 R.ft.	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchases of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, in case the sale amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value, as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.